IN THE MATTER OF THE COMPLAINT OF CORE COMMUNICATIONS, INC. VS. VERIZON MARYLAND INC.	* * * *	BEFORE THE PUBLIC SERVICE COMMISSION OF MARYLAND CASE NO. 8881

HEARING EXAMINER'S RULING ON INTERLOCUTORY MOTION

On October 8, 1999 Core Communications, Inc. ("Core") filed a complaint ("the Complaint") against Bell Atlantic Maryland ("Bell Atlantic," "Verizon," "VZ-MD" or "the Company")[1]. The Complaint alleged that Bell Atlantic had wrongfully delayed providing Core with access to Bell Atlantic's telecommunication's network, thereby delaying Core's provision of the local telecommunications service that this Commission authorized it to provide on July 7, 1999.

Core argued that Bell Atlantic's actions violated the Interconnection Agreement, ("the Agreement" or "the contract") executed October 9, 1998, between Core and then Bell Atlantic-Maryland. Core further maintained that Bell Atlantic's actions violated the Communications Act of 1934, as Amended by the Telecommunications Act of 1996 (collectively "The Act" or "the 1996 Act"), as well as various rulings of the Federal Communications Commission ("FCC") interpreting the Act.

[1] Bell Atlantic Maryland became Verizon Maryland, on June 30, 2000.

On October 15, 1999 the Commission required Bell Atlantic to answer Core's Complaint within 20 days. Bell Atlantic accordingly filed its response on November 4, 1999. During the ensuing nine months the parties continued to file various updates and responses regarding the Complaint. On August 10, 2000 Core requested that the Commission resolve the interconnection issues set out in the Complaint. On January 18, 2001 Core filed an Amended Complaint ("The Amended Complaint"). On February 26, 2001 this matter was delegated to the Hearing Examiner Division.

At a pre-hearing conference on April 4, 2001, Verizon stated that it had not received Core's Amended Complaint. The Hearing Examiner therefore permitted Bell Atlantic thirty days in which to respond to the Amended Complaint. On May 4, 2001 Bell Atlantic filed a Motion to Dismiss Core's Amended Complaint (the "Motion to Dismiss"). On June 7, 2001, Core responded to Bell Atlantic's Motion to Dismiss.

On June 21, 2001 this Hearing Examiner issued a Ruling on Motion to Dismiss, denying Bell Atlantic's Motion to Dismiss Core's Amended Complaint on the ground that genuine disputes between the parties existed. On July 23, 2001 Bell Atlantic filed its notice appealing the Hearing Examiner's June 21 ruling. Bell Atlantic filed its appeal memorandum, captioned Emergency Motion for Appeal, on July 30, 2001.

On September 28, 2001, the Commission issued Order No. 77268. Therein the Commission rejected Verizon's Emergency Motion for Appeal, but stated that the Appeal raised issues that the Hearing Examiner could have decided in his June 21, 2001 Ruling. The Commission therefore directed the Hearing Examiner "to consider and resolve, at the earliest possible point in this proceeding, the legal issues inherent in contract interpretation, thereby narrowing the issues, where appropriate, in order to move forward toward a timely resolution of the case." Following issuance of Commission Order 77268 the parties filed rebuttal, reply and surrebuttal testimony and discussed scheduling.[2] Because Core still seeks certain information in discovery, the record in Case 8881 is not yet closed.

A hearing on Verizon's Motion to Dismiss Core's Amended Complaint was held on January 17, 2002. By agreement of the parties, no briefs were filed.

Core's Complaint

In its Amended Complaint, Core Communications, Inc. stated that Core is certified by the Maryland Public Service Commission to provide facilities-based local exchange service in the State of Maryland. Core accordingly provides switched and dedicated local telecommunications in the State. To provide these services, Core has established Wire Centers in the four Maryland local access and transport areas ("LATAS"): Baltimore, Mount Airy, Easton and Damascus.

Core lodged five counts against Verizon in Core's Amended Complaint, as follows:

Count I

VZ-MD Breached Section 4.4 of the Interconnection Agreement With Core By Failing To Provide Interconnection Within the Standard 45 Day Interval, And Refusing To Negotiate an Alternative Interval.

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[2] Core filed the Direct Testimony of Bret L. Mingo, Todd Lesser and Douglass Dawson on September 24, 2001. The Commission Staff filed the Direct Testimony of Steve Molnar on September 21, 2001. On October 5, 2001 Verizon filed the Reply Panel Testimony of David J. Collins, John R. Gilbert and David Visser. Staff filed the Rebuttal Testimony of Steve Molnar on October 19, 2001, and Core filed the Rebuttal Testimony of Messers Dawson, Mingo and Lesser on October 22, 2001. Verizon then filed surrebuttal panel testimony on November 2, 2001.

Count II

VZ-MD Breached Section 27.1 Of The Interconnection Agreement With Core By Refusing To Provide Interconnection to Core on Terms And Conditions That VZ-MD Provides To Itself And Others.

Count III

VZ-MD Breached Section 27.1 Of the Interconnection Agreement With Core By Refusing To Permit Interconnection At A Technically Feasible Point.

Count IV

VZ-MD Breached Section 27.1 of The Interconnection Agreement With Core By Imposing Unjust and Unreasonable Terms And Conditions on the Interconnection Process

Count V

VZ-MD Breached the Interconnection Agreement with Core by failing to Interconnect within a Commercially Reasonable Time.

Discussion of each of these counts follows.

Count I

In Count I Core alleges that the Interconnection Agreement between Core and Verizon required Verizon "to interconnect with Core within 45 days, where the requested interconnection is technically feasible, or negotiate an interval, where the requested interconnection is not feasible within 45 days." Section 4.4.4 of the contract between Verizon and Core reads as follows:

> The Parties shall agree upon an addendum to Schedule 3.0 [of the Interconnection Agreement] to reflect the schedule applicable to each new LATA required by [Core]; provided, however, that unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than forty-five (45) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of [Core's] notice, BA and [Core] shall confirm the [interconnection points for routing traffic between networks in each LATA], and the Interconnection Activation Date for the new LATA…

Core claims that it satisfied the requirements of Section 4.4.4 of the Agreement on July 27, 1999, when it provided "complete

and accurate timely orders' to Bell Atlantic, and further "identified each LATA and the location of Core's wire centers." Core claims that the Commission should find that Verizon breached the 45 day interconnection requirement because "there is no reason to include a specific interval for interconnection unless the requesting carrier [Core] has the ability to obtain such an interval." Core further asks that any ambiguities in the agreement relating to the 45 day interconnection period be resolved against Verizon.

Count II

Core contends in Count II that by taking over 140 days to interconnect with Core Verizon violated ¶ 27.1 of the Interconnection Agreement- which states that Verizon:

-shall provide the Interconnection and unbundled Network Elements… in accordance with the performance standards set forth in Section 251(c) of the [Communications Act of 1934, as Amended by the Telecommunications Act of 1996] and FCC [interconnection] regulations in particular … 51.305 (a)(3) to 51.305 (a)(5)…

Section 251 (c) of the Telecommunications Act of 1996, referred to above, states [in Sec. 251(c)(2)(C)] that ILECs, such as Verizon, must provide interconnection to any carrier that requests it. Such service must be "at least equal in quality to that provided… to itself or to any subsidiary, affiliate, or any other party to which the carrier provided interconnection." Core argues that Bell Atlantic violated Section 251. (c)(2)(c) by taking significantly longer to interconnect with Core than Verizon would have consumed in providing interconnection to itself or to any other party referred to in Section

251 of the Act. Core also claims the FCC interconnection regulation 51.305 (a)(3) to (a)(5) incorporates the interconnection requirements of the Act, and was therefore also violated by Verizon.

Core further alleges that Verizon wrongfully delayed interconnecting with Core by requiring Core to connect with it using separate, dedicated "carrier" facilities, rather than existing "customer" trunk line facilities. Core argued that by so doing "Bell Atlantic failed to provide interconnection in accordance with the terms and conditions that it provides itself and other parties (i.e. retail customers)". Therefore Core argues that Verizon's insistence that it use dedicated "carrier" facilities caused an unnecessary and illegal delay in interconnection under Section 27.1 of the Interconnection Agreement, FCC Reg. 51.305 and Section 251 of the Telecommunications Act itself.

Count III

In Count III Core essentially argues that Bell Atlantic had in place appropriate equipment with which to provide interconnection to Core but wrongfully chose not to timely interconnect with Core at an existing technically feasible point. Core again pointed to Section 27.1 of its Interconnection Agreement, which states that BA-MD "shall provide the Interconnection and unbundled Network Elements contemplated hereunder in accordance with the performance standards set forth in Section 251 (c) of the Act, and FCC regulation 51.305 (a) (3) to (a) (5)" The FCC regulation in question states as follows:

> An incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network:
>
> > (1) for the transmission and routing of telephone exchange traffic, exchange access traffic, or both;
> >
> > (2) at any technically feasible point within the incumbent LEC's network….

Core maintains that "at the time Core requested interconnection with Bell Atlantic Core's Baltimore Wire Center constituted a "technically feasible' point of interconnection. Bell Atlantic, according to Core, "installed a multiplexer within the exact suite that houses Core's Baltimore Wire Center in order to satisfy the potential demand for BA-MD services on the part of Core and Core's collocated customers." Core states that BA-MD never specified that

the multiplexer was for carriers only or retail providers only, nor did BA-MD ever state that interconnection would not be technically feasible. For those reasons Core asks the Commission to find that "BA-MD's refusal to permit interconnection at a technically feasible point constitutes an unjust and unreasonable practice under Maryland and Federal law."

Count IV

In Count IV Core argues that Verizon's Inventory Policy requires developing spurious "customer" and "carrier" categories, disassembling existing "customer" interconnection arrangements and recreating "carrier" interconnection arrangements. Core asserts that these actions by Verizon violated the Commission's Order No. 74671 in Case 8731. Core singles out from Order 74671 language condemning "separation and recombination of elements that serves no public purpose and provides no cost benefit." Because Core asserts that Bell Atlantic's Inventory Policy requires the needless and time-consuming disassembling of existing "customer" interconnections to create "carrier" interconnections, Core asks that the Commission find that BA-MD breached Section 27.1 of its interconnection agreement with Core by imposing unjust and unreasonable terms and conditions on the interconnection process.

Count V

In Count V Core asserted that Verizon failed to perform its contractual agreements in a commercially reasonable time. Core again relies on its assertion that Core provided Verizon all information necessary for timely interconnection. Verizon, however, wrongly delayed interconnection, because of a claimed asserted lack of "carrier" facilities. Therefore Core concluded that Verizon refused to provide Core with interconnection in a commercially reasonable manner in violation of the State-imposed duty of good faith and fair dealing.

Verizon's Positions

Count I

Verizon rejects Core's reliance on a 45 day interconnection standard as irrelevant, because that period does not apply to the stage of Core's interconnection with Verizon that is at issue here. The only interconnection at issue here, Verizon stresses, is Core's initial interconnection with Verizon. Bell Atlantic argues that interconnection between Core and Verizon was governed by the initial implementation schedule for Maryland, which was made part of the Contract between the two parties. The initial implementation schedule

lists the accomplishment of various milestones, including interconnection, as "to be determined." Therefore, Verizon assets that it and Core were to negotiate interconnection dates both for their initial interconnection and for subsequent interconnection in Maryland's various LATA's. Further, all interconnection dates, according to Verizon's understanding of Schedule 4.4 of the Agreement, were to be not earlier than 45 days following Verizon's receipt of all trunk orders and routing information from Core. Tr. at 31. Therefore Verizon claims that Core's argument for a 45 day interconnection deadline "is completely belied by the express terms of this contract." Tr. at 34.

Counts II-V

As to Core's other claims that Verizon's interconnection was untimely, Verizon contends that Core's reliance on the Telecommunications Act is misplaced. Verizon essentially argues that Core's interpretation of the Act is based on the incorrect assumption that core is a "carrier." Because Core does not have a network, Verizon claims it is not a carrier, and Verizon is therefore not required to meet specific Federal standards in connecting with Core. Verizon considers Core an "end user," which is not a category of customer with whom Verizon "interconnects."

Verizon posits that Section 251 (c) (2) of the Act refers to the connection of the network of two telecommunications carriers, and thus does not even apply to Core.

Verizon argues that "if Verizon interconnected with its end user customers, [Verizon] would have to negotiate with each end user customer access charge arrangements and reciprocal compensation arrangements." Verizon does not do this for individual residential customers now.

Verizon further supports its argument by reference to the FCC's interpretation of its own regulations. The FCC's position, according to Verizon, is "that there is a fundamental difference between connecting to a telephone network as end users and interconnecting networks of two different carriers." Tr. at 37. Verizon has taken this as its position as well.

Specifically, Verizon claims that "the FCC rule that is incorporated into the Agreement is Section 51.305…. this particular rule is the FCC interpreting … Section 251 [of the Telecom Act]." *Section 251, Verizon claims, refers to ILEC's, such as Verizon,* interconnecting with carrier networks, not with end users. The FCC has confirmed Verizon's understanding, Verizon argues, by finding that in New York "Verizon's provisioning of interconnection trunks for competitive CLECs is comparable to its performance for interchange carriers." Verizon emphasized that the FCC compared Verizon's provision of service to CLECs with service to interchange carriers, not its service to CLECs with that to end user customers. Therefore Verizon dismisses Core's argument that it should have been treated the same as an end user, such as a large retail customer.

Verizon urges that the basis for service comparisons in New York is the same basis applicable to service comparisons in Maryland. As a result, Verizon argues that Core has no complaint, because Verizon has interconnected with it in the same manner and within the same time as it has interconnected with other interchange carriers.

Staff's Position

Count I

Staff argues that the language of the agreement between Core and Verizon does not require Verizon to interconnect with Core within a 45-day period. Staff doubts that section 4.4.4 of the Agreement even applies to Core's initial interconnection with Verizon. Even if it did apply, however, Staff notes that Section 4.4.4 states in part that "the Interconnection Activation date in a new LATA shall not be earlier than 45 days" after Verizon receives all necessary information. Emphasis Staff's.

Count's II-V

Staff disagrees with Verizon, however, on the issues of comparability of interconnection. According to Staff, "the Telecom Act of 1996 imposes a duty on all telecommunications carriers to interconnect directly or indirectly with the facilities of other carriers." In interpreting that duty, Staff witness Molnar testified

that if it were not appropriate to compare how Verizon provides interconnection to carriers with its provision of retail service to large customers "the plain language of the Act and the FCC's rules would have no meaning." Molnar Reb. Tr at 9. Staff witness Molnar further contended that "CLECs have similar characteristics as [sic] Verizon's large retail customers. Both must connect with Verizon's network for the exchange of traffic." Id at 9-10.

For Staff, the Telecom Act and FCC attendant regulations attendant upon it require Verizon to offer the same quality of service to CLECs as Verizon provides to its larger retail customers. To support its position Staff quotes the following FCC language that requires an ILEC to:

> "...provide interconnection to a competitor in a manner no less efficient than the way in which the incumbent LEC provides the comparable function <u>to its own retail operations</u>." (Emphasis added)
>
> Molnar Rebuttal T. at 8.

Even if the correct standard governing Verizon's interconnection with Core were the conditions of its interconnection

with other CLECs only, Staff concludes that Verizon has not met that standard.

Staff points out that Verizon's federal tariff states it will provide interconnection at a D5-3 entrance facility within 20 business days. Molnar Direct T. at 16. Here Verizon took over four months to provide Core the same type of interconnection. Staff rejects Verizon's argument that it satisfied the law by interconnecting with Core in a time comparable to its interconnection with other CLECs, and in some cases more speedily. If time comparability were the criterion, Staff argues, "LECs could take as long as they wanted to provide interconnection and, as long as they took the same amount of time for all carriers, there could be no issue of improper behavior."

Staff also takes issue with Verizon's position that because Verizon's existing fiber optic path was not available to provide access to carriers wishing to interconnect with Verizon, Verizon would have to build a new dedicated facility for Core. Even though Verizon claims it requires dedicated facilities for all CLECs, Staff maintains that such a practice ignores the 1996 Act's requirement that Verizon provide CLECs the same quality of interconnection it provides for itself. Staff implies that the delay to which Verizon subjected Core rendered Core's interconnection of lower quality than the Federal standard requires.

Further, just as Verizon relies on the FCC's interpretation of its own rules in a New York case, so staff relies on the FCC's interpretation of its rules in a case involving Southwestern Bell Telephone ("SWBT") of Kansas and Oklahoma. The FCC "was persuaded that SWBT provides competing carriers with interconnection trunking that is equal-in-quality to the interconnection SWBT provides its own retail operations."[3]

[3] Application by SBC Communications Inc., et al. Pursuant to Section 271 of the Telecommunications Act of 1996… CC Docket No. 00-65, June 30, 2000, at ¶71, ft. nt. 149.

> Thus Staff concludes that the FCC unambiguously requires ILECs to offer interconnection to competitors that is equal in quality to interconnection provided in the broadest retail context.

Staff concluded its analysis by recommending that Verizon add to its tariff a new provision stating that:

> Verizon will provide interconnection to requesting carriers that is equal in quality, including the time required for installation, to that which Verizon provides to its own retail customers.

Molnar Reb. T. at 14.

DISCUSSION AND FINDINGS

The current phase of case 8881 aims to determine if the issues raised by Core are valid legal issues if some or all may be eliminated in the present stage of this administrative proceeding. The Commission's direction to this Hearing Examiner in its Order No. 77268 was "to consider and resolve, in the earliest possible point in this proceeding, the legal issues inherent in contract interpretation,

thereby narrowing the issues, where appropriate, in order to move forward toward a timely resolution of the case." Order No. 77268 at 4.

In Order No. 77268, which denied Verizon's Motion to Dismiss Core's Complaint, the Commission "assumed the truth of all well pleaded facts and inferences that can reasonably be drawn from them." *Id.* at 3. The present phase of Case 8881 takes the proceeding a step beyond the general motion to dismiss reviewed by the Commission in Order No. 77268, and examines each of Core's assertions in more detail. As this phase of Case 8881 could result in a determination that Core's complaints were ultimately without foundation, the Hearing Examiner will use the same evidentiary standards as the Commission used in Order No. 77268.

Count I

In light of the Commission's evidentiary standard the first count of Core's complaint must fail. Even assuming all facts in Core's favor, the contract language-which Core itself quoted and upon which it relies flatly contradicts Core's arguments.

The contract language Core quotes states that "the interconnection data in a new LATA shall not be earlier than forty-five days after receipt by [Bell Atlantic] of all complete and accurate trunk orders and routing information." Emphasis added. I agree with both Staff and Verizon that the interconnection at issue here is an initial interconnection rather than one "in a new LATA".

Section 4.4.4 of the Agreement therefore does not appear to apply to it. Moreover, even if 45 day language did apply to Core's initial interconnection, the Agreement still does not require interconnecting within 45 days after Core provided necessary information, as Core argues, but rather no earlier than 45 days after such provision.

Core asked that any ambiguities surrounding the 45 day activation date be decided in its favor. The language at issue, however, is not ambiguous. It clearly states that 45 days is the minimum, not the maximum, interconnection period, absent on agreement to the contrary. Therefore I dismiss Count I of Core's Amended Complaint.

Counts II-V

Resolution of Counts II, III IV and V of Core's Amended Complaint depends largely on the meaning of Section 27.1 of the Interconnection Agreement, which states that Verizon "shall provide the Interconnection and unbundled Network Elements contemplated hereunder in accordance with the performance standards set forth in Section 251 (c) of the [Telecommunications] Act [of 1996] and FCC regulations, in particular….51.305 (a)(3) to (a)(5). These provisions require an ILEC, such as Verizon, to provide interconnection between its network and that of a requesting carrier at a level of quality that is at least indistinguishable from that which the incumbent

provides itself, a subsidiary, an affiliate, or any other party. Telecommunications Act of 1996, Sec. 251 (c)(2)(C).

FCC regulation 51.305 (a) and (c), referenced in the Interconnection Agreement between Core and Verizon, and the FCC's First Report and Order, both state that the adequacy of an ILEC's provision of interconnection and unbundled network elements shall be determined on a comparative basis. The relevant comparisons are the terms, conditions and time within which ILECs provide connection either to themselves, a subsidiary, an affiliate, or any other party. Core maintains that Verizon should have provided service to it under the same conditions and schedule as it provided service to retail end users. It is clear to this Hearing Examiner that Congress, in passing the Telecommunications Act of 1996, and the FCC in interpreting it, intended to foster competition by requiring expedited interconnection of competitors with their ILECs. That overriding purpose in part informs the decision herein.

Verizon, however, argued that when the FCC actually came to apply its standards, the FCC determined that the relevant comparison was between the conditions of service Verizon provided to entities such as Core, on the one hand, and to interexchange carriers and only interexchange carriers on the other. I reject Verizon's conclusion because it is too narrow. The language of the Act clearly states that interconnection provided to competitors must be of the same quality as an ILEC provides to itself and its subsidiaries.

Specifically, Verizon stated that, pending New York's approval of its Section 271 application, Verizon had to show that it was not discriminating against carriers in the timing of interconnection trunking.

> New York... compared the provision of interconnection trunking [,] which is what Core is talking about in their complaint ...either to Verizon's own interoffice trunking for service quality measurements, [or] to 1XC trunks.
>
> Jan. 17. Tr. at 39.

Verizon asserts that the standards used in New York apply "throughout Verizon's footprint". Verizon therefore asserts that the New York standards justify the timing and conditions under which Verizon provided interconnection to Core in Maryland, because it was similar to the interconnection time for other ILECs.

Based on the language of the Interconnection Agreement, the 1996 Act and the FCC's regulations, Core has made more than a prima facie case that Verizon has breached that Agreement. Verizon took about five months to interconnect with Core. During that period Verizon reclassified equipment with the result that Core did not qualify as an appropriate user of that equipment. It is not clear

that the "customer" and "carrier" distinction on which Verizon relied in reclassifying its equipment was even a technically justified, much less a necessary distinction. Absent a clear justification for the reclassification and resulting delay in interconnection, Core's assertion that the delay was intentional cannot be dismissed outright. Verizon's FCC tariff states that it will provide the type of interconnection at issue here in 20 days. With Core, Verizon took over four months to provide interconnection. Verizon was well aware of Core's desire for speedy interconnection, as Core requested several meetings with Verizon as delays continued. Assuming these and other facts in Core's pleadings, it is clear this case cannot be dismissed.

Further, the Hearing Examiner is convinced by Staff's argument that the Telecommunications Act of 1996 and FCC regulations and orders impose on ILECs such as Verizon a substantial duty to interconnect with CLECs such as Core on the same terms on which they provide interconnection to themselves or their subsidiaries. The Federal requirements involved here cannot mean that ILECs may delay interconnection with competitors indefinitely as long as they delay interconnection with <u>all</u> competitors indefinitely. Nor can the Federal requirements mean that ILECs such as Verizon can retard their own system so they can retard competitors' systems. The burden of the Federal requirements is that ILECs should not discriminate between competitors and non-competitors when providing interconnection, but provide that interconnection in a timely fashion.

On this record, and based on the interconnection standard enunciated in the Agreement and in Federal law, I find that Core has made a prima facie case that Verizon unnecessarily delayed interconnecting with Core.[4] The record shows a broad pattern of actions that consistently delayed Core's interconnection with Verizon. Without adjudicating every allegation and counter-allegation, it is probable on this record that Verizon did not treat Core as it would have reasonably treated itself or a subsidiary. Therefore, because Core has made its prima facie case, I deny all of Verizon's Motions to Dismiss Counts II, III, IV and V of Core's Amended Complaint.

Core, by a Motion to Compel Discovery, seeks further information on issues surrounding the multiplexer Verizon installed

[4] The Interconnection Agreement incorporated standards contained in the Telecommunications Act and FCC rulings. It did not refer to state law interpretations. I therefore have not based this Ruling on either Verizon's or Staff's summaries of state cases involving fact patterns supposedly similar to those at bar.

in Core's building. I reject Verizon's claim that the information Core seeks is irrelevant because it seeks information about Verizon's interconnection with retail customers. (Tr. p. 74). As stated above, I understand applicable laws and regulations to require a comparison between Verizon's interconnection with Core and with other Verizon customers, not just with CLECs.

I therefore grant any and all of Core's outstanding Motions to Compel.

This matter has been on the Commission's docket since 1999. The parties have filed significant testimony and analysis. The Hearing Examiner believes that this case is in a posture to be concluded quickly. Therefore Verizon will respond to all of Core's discovery requests within 30 business days of the date of this ruling. The parities will then discuss with the Hearing Examiner the final steps in this case.

IT IS, THEREFORE, this day of , in the year Two Thousand Two,

ORDERED: (1) That Count I of Core's Amended Complaint is hereby dismissed.

(2) That any and all Motions to Dismiss Core's Amended Complaint Sections II-V, are hereby dismissed.

(3) That any and all Core Motions to Compel discovery are hereby granted.

(4) That Verizon shall respond to all outstanding Core discovery requests within 30 business days of the date of this Ruling.

Robert H. McGowan

Hearing Examiner

March 25, 2002

In the complaint of Core Communications, Inc. vs. Verizon Maryland Inc. * Case No. 8881

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David A. Hill, Esquire
Verizon-Maryland, Inc.
One East Pratt Street, 8E
Baltimore, Maryland 21202

Dear Mr. Hill:

Enclosed please find a copy of a "Hearing Examiner's Ruling on Interlocutory Motion" issued today in the above-entitled matter.

Very truly yours,

Kathleen Berends

Management Associate

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Enclosure

March 25, 2002

In the complaint of Core Communications, Inc. vs. Verizon Maryland Inc. * Case No. 8881

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Christopher Van de Verg, Esq.
Core Communications
209 West Street, Suite 302
Annapolis, Maryland 21401

Dear Mr. Van de Verg:

Enclosed please find a copy of a "Hearing Examiner's Ruling on Interlocutory Motion" issued today in the above-entitled matter.

Very truly yours,

Kathleen Berends

Management Associate

lw

Enclosure

March 25, 2002

In the complaint of Core Communications, Inc. vs. Verizon Maryland Inc. * Case No. 8881

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Bernice C. Ammon, Esq.
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6 St. Paul Street
Baltimore, Maryland 21202-6806

Dear Ms. Ammon:

For your information, enclosed is a copy of a "Hearing Examiner's Ruling on Interlocutory Motion" issued today in the above-entitled matter.

Very truly yours,

Kathleen Berends

Management Associate

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Enclosure

March 25, 2002

In the complaint of Core Communications, Inc. vs. Verizon Maryland Inc. * Case No. 8881

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Michael J. Travieso, Esq.
People's Counsel
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Baltimore, Maryland 21202-6806

Dear Mr. Travieso:

For your information, enclosed is a copy of a "Hearing Examiner's Ruling On Interlocutory Motion" issued today in the above-entitled matter.

Very truly yours,

Kathleen Berends

Management Associate

lw

Enclosure